RECORDATION NO 1535 FALS 1425 B

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INTERSTATE COMMERCE COMMISSION

2-294A00

One NorthWestern Center Chicago, Illinois 60606

Office of the Secretary 312-559-6156

October 19, 1992

A-12616(A)(B)(C)

EOC: 0-070

Mr. Sidney Strickland, Jr. Secretary Interstate Commerce Commission Washington, DC 20434

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RECORDATION III 5

INTERSTATE COMMERCE COMMISSION

C37

Lease Agreement dated May 1, 1987 between Rex Leasing, Inc., and the Chicago and North Western Transportation Company Covering 704 Jumbo Covered-Hopper Cars, Recorded June 30, 1987 and assigned ICC Recordation No. 15253

Dear Mr. Strickland:

Pursuant to Section 11303 of the Interstate Commerce Act, enclosed for recordation in relation to the above-referenced agreement are the following:

1) Four (4) original counterparts of Amended and Restated Lease Agreement dated as of July 1, 1992 between Rex Leasing, Inc., Lessor, and Chicago and North Western Transportation Company, Lessee, covering 619 Jumbo Covered-Hopper Cars.

The names and addresses of the parties to the agreement are:

Rex Leasing, Inc., 550 California Street San Francisco, CA 94104

Chicago and North Western Transportation Company 165 North Canal Street Chicago, IL 60606

2) Three (3) original counterparts of Amended and Restated Lease Agreement dated as of July 1, 1992 between G.E. Capital Railcar Associates, Inc., Lessor, and Chicago and North Western Transportation Company, Lessee,

Mr. Sidney Strickland, Jr. October 19, 1992
Page 2

The names and addresses of the parties to the agreement are:

G.E. Capital Railcar Associates, Inc. 33 West Monroe Street Chicago, IL 60603

Chicago and North Western Transportation Company 165 North Canal Street Chicago, IL 60606

Enclosed are two checks for \$16.00 to cover the recording fees. Please assign a sub-file recordation number for each of the filings, retain one counterpart of each filing for your records and return to me the remaining counterparts with the stamped recordation data.

Sincerely,

K. A. Dombrowski

Assistant Secretary

Enclosures

cc: J. E. Voldseth

M. H. Shumate, Jr.

R. C. Gancarz

R. R. DeWitt

K. H. Lange

H. W. Clark III

K. D. Tucker

AA & Co. (Joe Adams)

(CSP41)A:\ICC\008 (1-2)

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AMENDED AND RESTATED LEASE AGREEMENT

This Lease dated as of July 1, 1992 between G.E. Capital Railcar Associates, Inc. ("Lessor") and the Chicago and North Western Transportation Company ("CNW" or "Lessee") for 85 Jumbo Covered Hopper Cars (the "Cars").

WHEREAS, Rex Leasing, Inc. and/or Rex Railways, Inc. (collectively "REX") and CNW have operated under a Lease Agreement dated May 1, 1987 (the "Lease Agreement") as amended from time to time by letter agreements between REX and CNW; and

WHEREAS, REX has conveyed, transferred and otherwise disposed of all of its interests in 85 of the Cars to Lessor subject to the Lease Agreement; and

WHEREAS, Lessor and CNW desire to further amend said Lease Agreement and restate same so as to incorporate all amendments to said Lease Agreement.

NOW, THEREFORE, in consideration of the terms and conditions contained herein and other good and valuable consideration, the adequacy of which being hereby acknowledged by CNW and Lessor, it is hereby agreed as follows:

TERMS OF AGREEMENT

1. Delivery and Return of Cars Upon Termination

Cars are presently under Lease to the CNW and no delivery is presently required. Upon termination of this Lease as to any Car, Lessee shall surrender possession thereof to Lessor at the place on Lessee's trackage east of the Missouri River reasonably designated by Lessor or at a place mutually agreed upon by the parties. All Cars so returned shall be free of debris and in good operating condition, ordinary wear and tear excepted. Lessee shall further provide Lessor up to 90 days free storage on its trackage for any terminated Car in order to arrange disposal thereof, after which if disposition has not been furnished, Lessor shall be liable for storage charges of \$5 per Car per day commencing on the 91st day after the termination date of this Lease and ending on the date Lessee received disposition therefore. Upon expiration or termination of this lease, Cars shall not move off CNW lines with CNW marks unless agreed to by the CNW. Cost of remarking the Cars with new initials and numbers will be \$50 per Car if performed by CNW and shall be paid by Lessor. CNW shall have the option to either present a bill to Lessor for the cost of this remarking which Lessor shall promptly pay, or to deduct these costs from the rentals on the Cars due Lessor.

2. Term

Through and including December 31, 1995 with one-way options on the part of the CNW to cancel with written notice ninety (90) days prior to December 31, 1992 or December 31, 1994.

3. Number of Cars

85 Cars for the entire duration of this Lease with allowance for any Cars which were destroyed or become destroyed and for any Cars which were removed from Lessor's Management Agreements prior to March 14, 1988. This means that should a Car be destroyed at any time during the term of this Lease, or should a Car have been removed between May 1, 1987 and March 14, 1988, Lessor will not be required to replace same. There are 85 Cars subject to this Lease as set forth on Schedule "C".

4. Maintenance, Taxes and Insurance

- Maintenance on these Cars will be for the account of Lessor as dictated by the Interchange Rules of the AAR as owners' responsibility. All repairs considered as handling line responsibility will be for the account of the Lessee as stipulated by the Interchange Rules of the AAR. The Lessee agrees, for the benefit of the Lessor, to comply in all respects with all applicable laws of jurisdiction in which the cars may be operated, with the Interchange Rules and with all lawful rules of the Interstate Commerce Commission and any other legislative. executive, administrative or judicial body exercising any power or jurisdiction over the Cars, to the extent that such laws and rules affect the title, operation or use of the Cars. In the event that, prior to the expiration of this Lease, such laws or rules require the alteration of the Cars or in case any equipment or appliances on any Car shall be required to be changed or replaced, or in case any additional or other equipment or appliances is required to be installed on such Car in order to comply with such laws, regulations, requirements and rules, such alterations will be made at the sole cost and expense of the lessor.
- (b) Lessee shall not make any alteration, improvement or addition to any Car without the prior written consent of Lessor thereto which shall not be unreasonably withheld and all such additions which are removable may be so removed by Lessee upon termination of this Lease. All permitted alterations, improvements, and additions shall be made at Lessee's sole cost and shall be for the account of the Lessee.
- (c) Lessee shall be responsible for the damage to or destruction occurring to any Car while on its trackage, ordinary wear and tear excepted. Lessee shall pass through to Lessor any settlement received by it as the result of any damage to or destruction of a Car occurring while on the trackage of others. All settlements for damage to or destruction of any Car occurring on or off Lessee's property shall be in accordance with and on at least as favorable terms as those set forth in

the Field Manual of the AAR Interchange Rules, and shall be in U.S. Dollars. Settlements for damaged or destroyed Cars shall be in accordance with AAR Rule 107 and payable in U.S. Dollars.

- (d) Property taxes on the Cars will be paid by the CNW.
- (e) The parties acknowledge that Lessee intends to be self-insured as to the Cars during the term of this Agreement. Should Lessee carry any insurance policies covering the Cars, Lessor shall be named an additional insured.
- (f) When a Car becomes heavy bad ordered (heavy bad order is defined as requiring 20 or more man hours of labor per car), and the bad order is for the account of Lessor, the CNW agrees to:
 - (1) Notify Lessor of each heavy bad order by telephone, wire, or letter indicating date of damage.
 - (2) Give Lessor the opportunity to seek repair of the Car at a location other than the CNW, with CNW having the option to repair the Car at the same labor rate as offered by the repair location chosen by Lessor to make the repairs. Upon arrival of a Car at either a CNW repair facility or the Lessor designated repair facility, whichever is selected as specified above, abatement of rent will be handled as follows: (a) Abatement of rental for a Car shall commence when such car becomes heavy bad ordered, (b) Cars will be placed back on rental on the date required repairs are completed, (c) Any Car held in the shop by the CNW for over 90 (ninety) days will be placed back on rental on the 91st day unless the delay was caused by a shortage or delay for material, i.e. parts, paints, etc. beyond the control of CNW, and (d) Any Car held in a Lessor Shop under the same circumstances as stated in Section 2(c) will not be placed back on rental until the completion of the repairs.
- (g) All costs of movements of Cars under Section (f) above of this Lease, including but not limited to line haul freight charges and switching charges, will be for the account of Lessor, with CNW using its best effort to assist in obtaining the lowest cost for Lessor. There will be no cost for movement while on the CNW. Lessor reserves the right to designate a shop on CNW.

5. Use of Cars

(a) So long as Lessee shall not be in default under this Lease and subject to the next sentence, Lessee shall be entitled to the possession, use and quiet enjoyment of the Cars in accordance with the terms of this Lease. Lessee's rights shall be subject and subordinate to the rights of any owner or secured party under any financing agreement entered into in connection with the acquisition of the Cars, provided that Lessee shall not be required at any time to duplicate any of its

obligations hereunder or to assume additional responsibilities due to the terms of any such financing agreement. Upon notice to Lessee from any such owner or secured party that an event of default has occurred and is continuing, such party may require that all rentals be paid directly to it or the Cars be returned to it. Lessee shall give Lessor at least 10 days' written notice thereof before complying herewith.

- (b) It is presently anticipated that Lessee shall keep the Cars in assigned service for clean and non-corrosive loadings. Lessee shall not change such loadings by it without Lessor's consent. Lessee shall not be monetarily liable for any damage to a Car caused by loadings of other railroads.
- (c) Lessee agrees that, to the extent it has physical possession or can control use of any Car, such Car shall be used and operated in compliance with the laws of the jurisdiction in which it is located and with all lawful acts, rules, regulations and orders of any governmental bodies or officers having power to regulate or supervise the use of that Car, except that Lessee may in good faith and by appropriate proceedings or other reasonable manner, not jeopardizing the ownership, use or operation of that Car, contest the application of such act, rule, regulation or order at its expense. Lessee shall operate the Cars in accordance with its management practice as to railroad cars of its ownership.
- Lessee shall not directly or indirectly create or allow to exist any claim, lien, security interests, or encumbrance with respect to any Car, except for Permitted Encumbrances as herein defined and shall promptly discharge the same should it arise. Permitted Encumbrances shall mean liens for taxes, assessments or governmental charges for levies, in each case not due and delinquent, or undetermined or inchoate materialmen's, mechanics', workmens', repairmen's, or other like liens arising in the ordinary course of business and in each case, not delinquent. Provided, however, that the Lessee shall be under no obligation to pay or discharge any such claim, lien, security interest, or encumbrance so long as it is contesting in good faith and by appropriate legal proceedings such liens for taxes, assessments or governmental charges for levies, in each case not due and delinquent, or undetermined or inchoate materialmen's, mechanics, workmen's, repairmen's, or other like liens arising in the ordinary course of business and in each case, not delinquent. Lessee's obligations hereunder shall not arise if any such claim, lien, security interest or encumbrance arose solely through the action or inaction of Lessor or any owner of the Cars or any other person, corporation, railroad company or government, whether federal, state, provincial or municipal.

6. <u>Defaults and Remedies</u>

(a) Any of the following events shall constitute an event of default:

- (1) Nonpayment when due of any amount required to be paid by Lessee if such non payment shall continue for more than 5 days after written notice of such non payment from Lessor;
- (2) Failure to promptly redeliver any car required to be returned to Lessor hereunder;
- (3) Failure to cure a breach by Lessee of any material term covenant or condition within 30 days following notice by Lessor of such breach:
- (4) Any act of insolvency or bankruptcy by Lessee, or the filing by Lessee of any petition or action under any bankruptcy, reorganization, insolvency or moratorium law or any other law for the relief of debtors, or the filing of any such petition or action against Lessee not dismissed within 60 days:
- (5) Appointment of any receiver or trustee to take possession of a substantial portion of Lessee's properties not set aside within 60 days;
- (6) Levy upon, seizure, assignment, or sale of any Car, or the eminency of such an event: or
- (7) Discontinuance of rail service on all of Lessee's trackage.
- (b) Upon the occurrence of any event of default, Lessor may, at its option, terminate this Lease (which shall not release Lessee from any obligations incurred through such date or from thereafter paying rentals upon the Cars until they are returned to Lessor). In such an event, Lessor may proceed by any lawful means to recover damages for Lessee's breach (to include transportation and remarketing costs, reasonable attorney's fees and court costs and other expenses) and to take possession of the Cars whenever they are located free and clear of Lessee's interest.
- 7. <u>Sublease and Assignment</u>. The right to assign this Lease by either party and the Lessee's right to sublease shall exist only as follows:
 - (a) Lessee shall have no right to assign or sublease or loan any of the Cars without the prior written consent of Lessor, which consent shall not be unreasonably withheld, provided, however, that Lessee shall have the right to sublease any of the Cars to its wholly owned affiliates, or may sublease, for a term not exceeding one year, to a responsible company as determined by the Lessee (without being released from the obligations hereunder). Any such sublease shall be upon terms which are in compliance with all applicable Interchange Rules, tariffs, regulations and laws and all terms and conditions of this Lease.

(b) All rights of Lessor hereunder may be assigned, pledged, mortgaged, transferred or otherwise disposed of either in whole or in part without notice to or consent of Lessee. This Lease and Lessee's rights hereunder are and shall be subject and subordinate to any Lease to Lessor or any chattel mortgage, security agreement or equipment trust or other security instrument covering the Cars heretofore or hereafter created by Lessor, provided only that so long as Lessee is not in default under the Lease, Lessee shall be entitled to the peaceful and quiet possession of the Cars. If Lessor shall have given written notice to Lessee stating the identity and post office address of any assignee entitled to receive future rentals and any other sums payable to Lessee hereunder, Lessee shall thereafter make such payments to the designated assignee.

The making of an assignment or sublease by Lessee or an assignment by Lessor shall not serve to relieve such party of any liability or undertaking hereunder upon any such assignment or sublease except as otherwise provided herein or unless expressly assumed in writing by such sublessee or assignee.

8. Notices

Any notice required or permitted to be given in writing either by telex or mail, and if mailed, shall be sent, first-class postage prepaid, addressed as follows:

If to Lessor:

G.E. Capital Railcar Associates, Inc.

33 West Monroe Street Chicago, IL 60603

If to Lessee:

Chicago and North Western Transportation Co.

165 North Canal Street

6th Floor

Chicago, Illinois 60606

Attn: Vice President-Equipment and Customer Service

Either party hereto may change the address to which notice is to be mailed by written notice thereof to the other.

9. Governing Law

The Lease shall be governed by and construed in accordance with the laws of the State of Illinois. The terms of this Lease and the rights and obligations of the parties hereto may not be changed or terminated orally, but only by agreement in writing signed by the party against whom enforcement of such change or termination is sought.

10. Miscellaneous

- (a) This Lease shall be binding upon, and inure to the benefit of, the parties hereto, their respective successors and assigns, except that Lessee may not assign this Lease or any of its rights hereunder without the prior written consent of the Lessor, which will not be unreasonably withheld.
- (b) The waiver of any right accruing to any party by failure of that party to exercise that right in a given instance, or delay in exercising that right, shall not be deemed a waiver of that right in future instances of a similar nature or affect any other right, power or remedy available to that party.
- (c) Nothing contained herein shall be construed in any way whatsoever so as to constitute or establish a partnership, joint venture or contract of employment between the parties hereto.
- (d) It is understood that the Cars are primarily intended for grain service. If cleaning is necessary to make the Car fit for grain on the first trip after this Agreement is terminated, CNW will bear the cost.
- (e) CNW shall not pay to Lessor or any third party any sums other than those due and owing Lessor as noted and agreed upon within this Lease, damage to any Cars caused or contributed to by CNW, and liability caused by misuse of Cars by CNW.

11. Payment

Remittances to Lessor by Lessee shall be made monthly, within 120 days following the end of the month in which such collections were earned.

12. Rentals

The Net Car Hire Earned (the "NCHE") per Car is defined as actual car hire collected for use of the Cars, including but not limited to mileage earnings, straight car hire and incentive car hire while off CNW's lines, minus Car Hire Rule 5 reclaims paid by the CNW and reclaims paid by CNW to other rail carriers that have purchased a portion of CNW's rail assets divided by the number of cars available for use in each calendar month. CNW shall not pay time and mileage charges to Lessor while the Cars are in the possession of CNW.

(a) Effective May 1, 1987 rental on the Cars listed on Schedule "A" (the "Schedule A Cars") shall be a minimum of no less than \$200 per Car per month on an aggregate basis. Any NCHE over \$200 per Car per month earned by the Schedule A Cars in aggregate will be shared 70% to the CNW and 30% to Lessor. Should the Schedule A Cars not earn \$200 in NCHE for a given month and the CNW have paid to Lessor \$200 per car per month for

each Schedule A Car, the CNW will be allowed to use any monies over the \$200 in NCHE earned in the following month or months to make up its deficiency before the aforesaid 70%/30% NCHE division begins.

To exemplify the above rental rate, we will cite hereunder various examples as follows:

Month One: The Cars earn \$300 in NCHE. (Using one Car In lieu of an aggregate figure for all the Cars) Lessor receives its guaranteed \$200 and Lessor receives 30% or \$30, and the CNW receives 70% or \$70 of the excess \$100, i.e. Lessor \$230, and CNW \$70.

Month Two: The Cars earn \$100 in NCHE, Lessor receives \$200, CNW nothing, no split.

Month Three: The Cars earn \$300 in NCHE, Lessor receives \$200, CNW receives \$100 to make up the shortfall as indicated in Month Two.

Month Four: The Cars earn \$400 in NCHE, Lessor \$200, Lessor \$60 or 30% of the excess \$200 and the CNW \$140.

Month Five: The Car earned \$100 in NCHE, Lessor earns \$200, CNW nothing, no split.

Month Six: The Cars earn \$400 in NCHE, Lessor earns \$200, CNW earns \$100 due from Month Five, CNW earns 70% of additional \$100 or \$70 and Lessor earns 30% of additional \$100 or \$30, i.e. Lessor earns \$230, CNW earns \$170.

These figures close at the end of each calendar year and are not continued into the following year.

(b) Effective May 1, 1987 through and including December 31, 1987 rental on the Cars listed on Schedule "B" (the "Schedule B Cars") shall be a minimum of \$100 per Car per month on an aggregate basis. The second \$100 of NCHE per Car per month will go to the CNW. NCHE over \$200 will be shared 70% to the CNW and 30% to Lessor.

Month One: The Cars earn \$200 in NCHE, \$100 for Lessor, \$100 for CNW.

Month Two: The Cars earn \$100 in NCHE -- all to Lessor.

Month Three: The Cars earn \$400 in NCHE - \$100 Lessor; \$100 CNW, \$100 to CNW for deficiency of Month Two 30% of remaining \$100 or \$30 to Lessor and 70% of that remaining \$100 to CNW or \$70 to CNW, i.e. Lessor \$130, CNW \$270.

(c) Effective July 1, 1992 through and including December 31, 1992, all Cars will earn the minimum \$231 per Car per month on an aggregate basis. (See illustration contained in Section 12(a), except

that the minimum is \$231.) These payments will be made on the aggregate 85 Cars less any that have been removed from the Lease pursuant to Paragraph 3. Paragraph 12(b) will no longer be in effect.

- In years six and seven, i.e. January 1, 1993 through December 31, 1994, the rental on the Cars will be at a guaranteed \$251 per Car per month with a split of 80% to CNW 20% to Lessor for the overage. All illustrations previously used concerning the \$200 car minimum shall apply, the only change being the minimum of \$251 and the change of percentage to 80% CNW, 20% to Lessor. Ninety (90) days prior to the end of year five or no later than October 1, 1992, the CNW has by written notice a one-way option to terminate this Lease. Should this notice not be received, the Lease will continue for years six and seven, i.e. January 1, 1993 through December 31, 1994. Should CNW not accept the extensions for the years 1993 and 1994, the CNW will have the right of first refusal in matching any bona fide offer for these Cars by any other potential Lessee. CNW must exercise or decline to exercise such right of first refusal within 45 days of CNW's receipt from Lessor of the terms of such potential lease, unless the prospective lessee's offer as described by Lessor to CNW remains open for a shorter period, in which case CNW shall be bound by such shorter period provided Lessor has given CNW reasonable opportunity to respond.
- Assuming the Cars are-still in the possession of the CNW through the lease period ending December 31, 1994, the Lease rate for 1995 will be the same as 1994. Written notice must be received prior to October 1, 1994 should the CNW not wish to continue for the eighth year or 1995. Should written notice not be received, the Lease again will continue in effect for the year 1995. However, due to the fact that some Management Agreements may expire during the year 1995, Lessor will be allowed to terminate the Lease with respect to those Cars under Management Agreements that expire during 1995 effective on the date of expiration of such applicable Management Agreement. Should the CNW not opt to renew for 1995, it again has the right of first refusal to match any bona fide offer for that period of time by any other potential lessee. CNW must exercise or decline to exercise such right of first refusal within 45 days of CNW's receipt from Lessor of the terms of such potential lease, unless the prospective lessee's offer as described by Lessor to CNW remains open for a shorter period, in which case CNW shall be bound by such shorter period provided Lessor has given CNW reasonable opportunity to respond.

13. CNW Purchase Rights

In addition to CNW's rights to substitution of Cars as provided in Paragraph 3, Lessor agrees that in the event that Lessor desires to sell Cars which Lessor may own or which Lessor has the right or option to purchase: (i) During the duration of this Lease, CNW shall be granted the option to purchase any or all such Cars as and when they become available for such purchase at a price not to exceed the lowest bona fide offer acceptable to Lessor and (ii) for one year after the end of the duration of this Lease, CNW shall be

granted the option to purchase any or all of the remaining Cars as and when they become available for purchase at a price not to exceed the lowest bona fide offer acceptable to Lessor. During the duration of this Lease and for the one year period after the end of the duration of this Lease, providing Lessor either owns or is still managing the Cars, CNW must exercise its option to purchase any or all of the Cars by written reply to Lessor within forty-five (45) days of CNW's receipt of notice from Lessor that such Cars are available for such purchase, unless the purchase offer as described by Lessor to CNW remains open for a shorter period, in which case CNW must exercise its option within such shorter period provided Lessor has given CNW reasonable opportunity to respond.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed on the day and year first written above.

CORPORATE SEAL

Attest.

ASSISTANT SECRETARY

CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY

vice President -

Title: Equipment & Customer Service

CORPORATE SEAL

A++--+.

Rosistant Secretary

G.E. CAPITAL RAILCAR ASSOCIATES, INC.

By: Joseph

Title: View Persons

L:\CONTRACT\C17478.014 (1-10)

SCHEDULE "A"

CNW 182733 through CNW 182932, inclusive

SCHEDULE "B"

CNW 182933 through CNW 183000, inclusive CNW 463001 through CNW 463025, inclusive CNW 470030 through CNW 470159, inclusive

SCHEDULE "B"

CNW	460070	CNW	460128		460228		460287		460347	-	460403
CNW	460071	CNW	460129	CNW	460229	CNW	460289	CNW	460349	CNW	460404
CNW	460072	CNW	460130	CNW	460230	CNW	460291	CNW	460350	CNW	460405
CNW	460073	CNW	460131	CNW	460231		460292	CNW			
		CNW	460133	CNW			460294	CNW			460407
	460075		460134		460236		460296	CNW	460353		460408
CNW	460076		460135				460297		460355		460409
CNW	460078				460239		460298	CNW			460410
CNW	460079	CNW	460137	CNW	460240	CNW	460299	CNW	460357	CNW	460411
CNW	460080	CNW	460138	CNW	460241	CNW	460301	CNW	460359	CNW	460412
CNW	460081	CNW	460139	CNW	460242	CNW	460302	CNW	460360	CNW	460413
CNW	460082		460185		460243		460303	CNW	460361		460414
CNW	460083	CNW	460186				460304	CNW	460362	• • • • • • • • • • • • • • • • • • • •	460415
	460084		460187	CNW	460246		460305	CNW	460363		460417
	460085		460188	CNW	460247		460306	CNW	460364		460418
	460086		460189	CNW	460248		460307	CNW	460365		460419
			460190	CNW	460249		460308	CNW	460366		460420
	460089		460191	CNW	460250		460309	CNW	460367		460421
CNW	460090	CNW	460192	CNW	460251	CNW	460310	CNW	460369	CNW	460422
CNW	460091	CNW	460194	CNW	460252	CNW	460311	CNW	460370	CNW	460423
CNW	460092	CNW	460196	CNW	460254	CNW	460312	CNW	460371	CNW	460424
CNW	460093		460197	CNW	460255		460313	CNW	460373		460425
CNW	460095		460198	CNW	460256		460314	CNW	460375		460427
CNW	460096		460199				460315	CNW	460376		460428
CNW	460098		460200				460316	CNW	460377		460429
CNW	460099		460201		460259		460317	CNW	460378		460430
					460260		460317	CNW	460379		460431
CNW	460100		460202								
	460101		460204		460261		460319	CNW	460381		460432
CNW	460102			CNW	460262		460320	CNW	460382		460434
CNW	460104		460207	CNW	460263		460321	CNW	460383		460435
_	460105		460208	CNW	460264		460322	CNW	460384		460436
CNW	460106	CNW	460209	CNW	460265	CNW	460324	CNW	460385	CNW	460437
CNW	460108	CNW	460210	CNW	460266	CNW	460326	CNW	460386	CNW	460438
CNW	460110	CNW	460211	CNW	460267	CNW	460327	CNW	460387	CNW	460439
CNW	460111	CNW	460212	CNW	460268	CNW	460328	CNW	460388	CNW	460440
CNW	460113	CNW	460213	CNW	460269		460329	CNW	460389		460441
CNW	460114	CNW	460215	CNW	460270		460331	CNW	460390		460442
	460115		460216		460271		460332		460391		460443
	460116		460217		460274		460333		460392		
											460444
	460117		460218		460276		460335		460393		460445
	460118		460220		460277		460336		460394	LNW	460446
	460119		460221		460278		460337		460395		
	460120		460222		460279		460338		460396		
	460121		460223		460281		460339		460397		
CNW	460123	CNW	460224	CNW	460282	CNW	460342	CNW	460398		
	460124	CNW	460225	CNW	460284	CNW	460344	CNW	460400		
	460125		460226		460285		460345		460401		
	460126		460227		460286		460346		460402		
J. 117		31111		J. 177		*		· · · · · ·			

SCHEDULE "C"

GE RAILCAR CARS ON CNW LEASE

<u>Lessee</u>	<u>Car#</u>	<u>Type</u>
CNW	182735	C113
CNW	182738	C113
CNW	182740	C113
CNW	182749	C113
CNW	182755	C113
CNW	182762	C113
CNW	182764	C113
CNW	182780	C113
CNW	182783	C113
CNW	182789	C113
CNW	182796	C113
CNW	182806	C113
CNW	182826	C113
CNW	182842	C113
CNW	182844	C113
CNW	182850	C113
CNW	182872	C113
CNW	182880	C113
CNW	182883	C113
CNW	182884	C113
CNW	182895	C113
CNW	182897	C113
CNW	182906	C113
CNW	182934	C113
CNW	182937	C113
CNW	182959	C113
CNW	182966	C113
CNW	182971	C113
CNW	182990	C113
CNW	182998	C113
CNW	460076	C113
CNW	460083	C113
CNW	460087	C113
CNW	460095	C113
CNW	460099	C113
CNW	460104	C113
CNW	460119	C113
CNW	460202	C113

SCHEDULE "C"

GE RAILCAR CARS ON CNW LEASE

Lessee	Car#	<u>Type</u>
CNW	460208	C113
CNW	460216	C113
CNW	460217	C113
CNW	460223	C113
CNW	460231	C113
CNW	460239	C113
CNW	460240	C113
CNW	460249	C113
CNW	460265	C113
CNW	460271	C113
CNW	460311	C113
CNW	460312	C113
CNW	460313	C113
CNW	460324	C113
CNW	460332	C113
CNW	460364	C113
CNW	460366	C113
CNW	460367	C113
CNW	460369	C113
CNW	460383	C113
CNW	460387	C113
CNW	460390	C113
CNW	460393	C113
CNW	460398	C113
CNW	460401	C113
CNW	460402	C113
CNW	460410	C113
CNW	460411	C113
CNW	460415	C113
CNW	460423	C113
CNW	460424	C113
CNW	460427	C113
CNW	460437	C113
CNW	460440	C113
CNW	460445	C113
CNW	460446	C113
CNW	463005	C113
CNW	463012	C113

SCHEDULE "C"

GE RAILCAR CARS ON CNW LEASE

<u>Lessee</u>	Car#	<u>Type</u>
CNW	463019	C113
CNW	470034	C113
CNW	470037	C113
CNW	470045	C113
CNW	470047	C113
CNW	470104	C113
CNW	470106	C113
CNW	470140	C113
CNW	470155	C113

Total: 85

STATE OF ILLINOIS COUNTY OF COOK)))	SS:		
JOHNSON, to me personal Vice President of CHICA of the seals affixed t said corporation, that said corporation by au	ly kno GO AND o the said thorit	of July, 1992, before me personally appeared R. L. own, who being by me duly sworn, says that he is a NORTH WESTERN TRANSPORTATION COMPANY, that one foregoing instrument is the corporate seal of instrument was signed and sealed on behalf of by of its Board of Directors; and he acknowledged oregoing instrument was the free act and deed of the system o		
My Commission expires: " OFFICIAL BEA PENNY MENCHE NOTARY PUBLIC, STATE OF IL MY COMMISSION EXPIRES 4	L, " }	12-95		
STATE OF <u>Musis</u> COUNTY OF <u>Cook</u>)	SS:		
on this, 24th day of September, 1992, before me personally appeared september, to me personally known, who being by me duly sworn, says that he is Vice President of G.E. CAPITAL RAILCAR ASSOCIATES, INC., that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.				
LYNDA CLAYTON NOTARY PUBLIC STATE NO MY COMMISSION EXP. APR	ILLINOIS	Notary/Public Layton		
My Commission expires:				